

(KLG 7-13-12)

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:12-cr-123-Orl-28DAB

FIDEL IGNACIO CISNEROS

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Robert E. O'Neill, United States Attorney for the Middle District of Florida, and the defendant, Fidel Ignacio Cisneros, and the attorney for the defendant, Adam S. Tanenbaum, Esquire, mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Count Two of the Indictment. Count Two charges the defendant with violations of the Arms Export Control Act and International Trafficking In Arms Regulations, in violation of 22 U.S.C. §§ 2778(b)(2) and 2778(c), and 22 C.F.R. §§ 121.1, 123.1, and 127.1.

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AF Approval

ama

2. Maximum Penalties

Count Two carries a maximum sentence of 20 years imprisonment, a fine of \$1,000,000, a term of supervised release of not more than 5 years, and a special assessment of \$100, said special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count Two are:

First: the defendant exported, attempted to export or caused to be exported from the United States an article listed on the United States Munitions List or a technology relating to an article on the United States Munitions List;

Second: the defendant did not obtain a license or written approval for the export from the State Department; and

Third: the defendant did such acts willfully.

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4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts One, Three and Four, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. §§ 3663A(a) and (b), defendant agrees to make full restitution to the United States Department of Defense.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to

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withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level). The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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9. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim.

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P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

11. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

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b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to

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reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information Instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United

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States, the United States may move the Court to declare this entire plea agreement null and void.

12. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(c), 22 U.S.C. § 401, and 22 U.S.C. § 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense(s) to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees

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that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment.

The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Defendant further agrees to take all steps necessary to locate property and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

The defendant agrees that the United States is not limited to forfeiture of the property described above. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been

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substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each

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count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

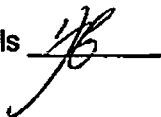
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Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government

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are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and
Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

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6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also

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understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are

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true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

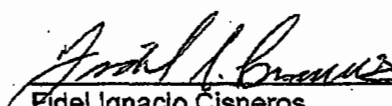
10. Entire Agreement

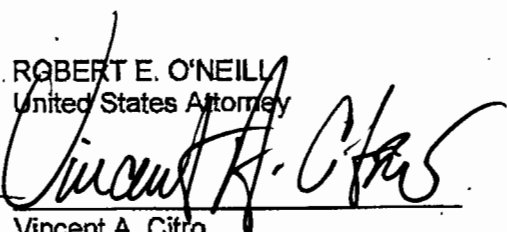
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

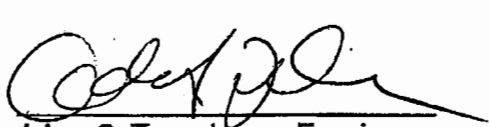
11. Certification

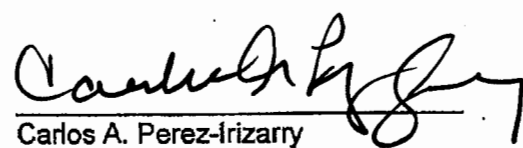
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 22 day of July, 2012.


Fidel Ignacio Cisneros
Defendant

By: 
ROBERT E. O'NEILL
United States Attorney
Vincent A. Citro
Assistant United States Attorney


Adam S. Tanenbaum, Esquire
Attorney for Defendant


Carlos A. Perez-Irizarry
Assistant United States Attorney
Chief, Orlando Division

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

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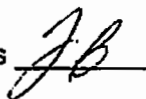
FIDEL IGNACIO CISNEROS

FACTUAL BASIS

Between 2007 and 2010, FIDEL IGNACIO CISNEROS served as a soldier in the United States Army and performed various missions in that capacity in Iraq and elsewhere. Among other duties, CISNEROS served as a platoon sergeant guarding convoys in Iraq, which required CISNEROS and his troops to be combat-ready at all times. One day, while searching for protective gear, CISNEROS came upon a conex container that contained three Acquired Tactical Illuminating Laser Aimers, Model No. ATILLA-200, also known as the AN PVS147B Atilla 200 Advanced Tactical Illuminating Laser Aimer (Atilla 200 lasers), and an ACOG rifle scope, in addition to several other items. CISNEROS also obtained a PEQ 14 night vision pointer illuminator while in the field. After he finished his deployment, CISNEROS brought all of these items back to Orlando with him.

From March 28, 2010, through March 30, 2010, using his eBay auction account "silentpro2010," CISNEROS tried to sell, among other things:

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1. An Atilla 200 laser;
2. Non-military body armor, light weight bullet proof vest;
3. Trijicon ACOG TA31RCO-M4CP 4x32 TA31 RCO [note this is a military scope for a weapon];
4. Pelican 1490CC2 laptop/notebook computer case 1490;
5. Wiley X SG-1 goggles/sunglasses;
6. ACH Gentex Kevlar helmet;
7. PEQ 14 night vision pointer illuminator; and
8. Grip Pod systems rifle bipod GPS02 USGI.

The Atilla 200 laser auction noted, "Acquired Tactical Illuminating Laser Aimer," and "very rare!!! Impossible to find on the international market." The item came with the operator's manual.¹ Although the auction specifically stated that the item would only be shipped to someone in the United States, Cisneros actually shipped the Atilla-200 laser from Orlando to a Japanese national, referred to herein only as Y.I., in Tokyo in exchange for \$3,200.² CISNEROS also

¹ The operator's manual noted that the item was covered under the International Traffic in Arms Regulations.

² CISNEROS was unable to complete the auction through his eBay account and provided eBay with an affidavit that read, in part, "I had an item on eBay that was removed from eBay for exceeding strength level for a laser. It is no longer listed. Same items have been sold and are currently still listed by other sellers so I didn't see it violating their policy; nevertheless; it's been removed and no longer for sale." CISNEROS also told eBay that he was formerly in the military and used his account to sell surplus equipment that he no longer needed.

auctioned a PEQ AN/PEQ-14 night vision pointer illuminator, which was shipped to California; a Thuraya Hughes 7101 Satellite phone GSM+GPS, which was shipped to Kuwait; a Thuraya Satellite phone docker FDU 2500, which was shipped to California; and a PEQ/Atilia 200 rail mounted laser; all in March 2010.

Using his e-mail account, **CISNEROS** had the following discussions with Y.I. and a person in Germany about the Atilia 200 laser auction:

- Y.I. sent **CISNEROS** the following email on March 30, 2010, at 11:15:02 a.m.:

Sir,
Sorry late,I alrady payment.
Please check your paypal account.
This
is ITAR itme,If you shlp,Please do not write AN PVS-14/7B or
ATILLA-200.
If you write invoice ex.car engine parts or car electronic
parts (\$100-\$120)

My address
[REDACTED]

Thank you very
much.
[Y.I.]

-franksjapan

- On March 30, 2010, at 11:19:05 a.m., an eBay member sent the following email to **CISNEROS**:

Dear silentpro2010,

. and no shipping to germany - Right?I - Regards

-[REDACTED]

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- CISNEROS** responded later that day at 12:13:06 p.m. via email to the eBay member with the following:

why not..tell me how and its done...R u criminally insane and shouldn't buy it? If not then why not..is there a law against it?
Sent from my Verizon Wireless Blackberry
- CISNEROS** sent the following email to Y.I. on March 31, 2010, at 11:48:02 a.m.:

Do you know anyone else that wants to buy one of these?
Sent from my Verizon Wireless Blackberry
- CISNEROS** sent the following email to Y.I. on April 1, 2010, at 1:34:17 p.m., before shipping the Atila 200 laser to Y.I.:

Awesome...the phone number helps so they can call for delivery. Ill put that it is a gift if that is better...or just used auto parts like u asked.
Sent from my Verizon Wireless Blackberry
- Y.I. replied to **CISNEROS** at 2:04:16 p.m., as follows:

Sir,

I'll think gift.

Do you possible?

[REDACTED]
- CISNEROS** responded at 2:06:17 p.m. with:

Gift works then. Ill ship tomorrow and email u the tracking number [Y.I.]. Arigato!
Sent from my Verizon wireless Blackberry
- On April 6, 2010, **CISNEROS** sent he following email to Y.I. at 2:13:06 p.m.:

[Y.I.],

I see you got the item. how do you like it? I hope you are happy, the item is new and never been used nor abused, enjoy and let me know if I can help you again someday. I have more of them so if you know anyone else that can use one let me know. thanks again for the purchase, take care and enjoy!

silentpro2010

- After Y.I. received the Atilla 200 laser, **CISNEROS** sent the following email to Y.I. on April 8, 2010, at 3:01:45 p.m.:

I have PEQ 14 for handgun, it does the same thing as the atilla and it has a visable red laser and flashlight. also for sale is a PVS 7B 3rd Gen NVG. also, I have another atilla for sale. the only problem is that paypal closed my account and i'd have to accept payment via bank transfer, sorry but I don't know any other way to sell it...unless we C.O.D. can do cash on delivery via the postal system?? I don't know, do you have any other suggestions?

PEQ 14 = \$2500

Atilla = \$3100

PVS 7B = \$5500

Federal law enforcement agents in the United States and in Japan recovered all of the items **CISNEROS** sold. Agents searched for the Shipper's Export Declaration (SED) that **CISNEROS** should have filed when he exported the Atilla 200 laser to Japan, but only found a falsified a United States Postal Service Customs Declaration and Dispatch Note (DDN). The United States Department of State Directorate of Defense Trade Controls (DDTC) determined that the Atilla 200 laser, national stock number³ 5855-01-488-6563, requires a license to be

³

A National Stock Number (NSN) is a unique series of numbers applied to an item used in the military supply chain that is repeatedly procured, stocked, stored, issued, and used throughout the federal supply system. NSN's are used to identify and manage nearly every imaginable item from aircraft parts to light bulbs.

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exported out of the United States, pursuant to the United States Munitions List (USML) and International Traffic in Arms Regulations (ITAR) Category XII(b).⁴ Further, the Atilla 200 laser has a Demilitarization (DEMIL) D classification, which requires the "total destruction of item and components so as to preclude restoration or repair to a usable condition by melting, cutting, tearing, scratching, crushing, breaking, punching, neutralizing, etc. (As an alternate, burial or deep water dumping may be used when coordinated with the [Department of Defense] Demilitarization Program Office.)."⁵ Furthermore, the DDTC confirmed that CISNEROS did not have the appropriate license or permission to export the Atilla 200 laser to Japan.

On January 16, 2011, CISNEROS arrived into the United States via the Miami International Airport (MIA), where Homeland Security Investigations Special Agent Mickey R. Miller and other law enforcement agents interviewed him. CISNEROS told agents that he owned and operated the eBay account "silentpro2010;" took the Atilla laser from a conex container while stationed in Iraq; and that all of the military-related items listed on the eBay account were items that he had found while stationed in Iraq. CISNEROS still had some more

⁴ 22 C.F.R. § 121.1, Category XII(b) lists, "[l]asers specifically designed, modified or configured for military application including those used in military communication devices, target designators and range finders, target detection systems, and directed energy weapons."

⁵ The AN/PEQ-14 Night Vision Pointer Illuminator that CISNEROS sold to a person in California also has a DEMIL D classification.

Atila lasers at his home in Washington, which he agreed to give to agents. When asked about the ITAR restrictions, **CISNEROS** claimed that he did not know anything about them.

On January 26, 2011, SA Miller and others interviewed **CISNEROS** at his home in Washington. **CISNEROS** signed a waiver of rights forms and consent to search premises. **CISNEROS** told agents that he **CISNEROS** needed the money because he was paying two mortgages and was in the middle of his second divorce. During the interview, **CISNEROS** provided agents copies of the DDN that he filed, which reflected that **CISNEROS** marked the Atila 200 laser "used camera lens (optic)." **CISNEROS** claimed that he completed the DDN according to the buyers instructions and not in an attempt to specifically circumvent ITAR restrictions. Although **CISNEROS** admitted that he knew it was probably wrong to sell the items and that civilians probably were not allowed to possess the items, **CISNEROS** denied specifically knowing about ITAR.

On March 21, 2011, SA Miller and others again interviewed **CISNEROS**. Agents specifically confronted **CISNEROS** with e-mails recovered during the gmail search warrant wherein Y.I. told **CISNEROS** that the Atila 200 was an "ITAR item," and instructed **CISNEROS** to falsify the DDN to avoid detection. **CISNEROS** continued to deny that he knew what ITAR meant and told agents that he had been completely honest during his interviews. It should be noted that the instructions for the Atila 200 laser, which were found in **CISNEROS**' home

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and were with the Atilla 200 laser when it was shipped to Y.I., note that it is an ITAR restricted item. **CISNEROS** claimed that he falsified the DDN to simply complied with Y.I.'s instructions.

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